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IT IS SO ORDERED.

Dated: May 18, 2010




Jeffery P. Hopkins
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:

CASE NO. 09-17588

TIMOTHY BAINE
SSN: XXX-XX-5838

CHAPTER 13

DEBTOR

JUDGE HOPKINS

AGREED ORDER

This cause came on before the Court upon the Motion for Relief from Automatic Stay, Docket No. 34, filed by Movant, U.S. Bank, N.A., and holder of the first Mortgage against the real estate.

The Court finds that the parties have agreed that:

1. The Chapter 13 Plan filed herein on behalf of the Debtor provided that said Debtor was to make the regular monthly Mortgage payments to U.S. Bank, N.A. outside the Plan in a regular monthly fashion.
2. In breach of the terms of said Plan, the Debtor failed to make the regular monthly Mortgage payments U.S. Bank, N.A., and said payments are currently in default for the months of February 2010 through May 2010, incurring a total post-petition arrearage of \$4,729.94, which amount consists of February 2010 through May 2010 payments in the amount of \$1,141.46, late charge in the amount of \$45.66 each, minus suspense balance of \$18.54.
 - a. In order to eliminate said post-petition delinquency, the Debtor hereby agrees to pay U.S. Bank, N.A.: \$1,000.00 down payment upon filing of Agreed Entry. Balance of \$3,729.94 to be paid as follows:
 - b. \$621.65 on or before June 1, 2010.
 - c. \$621.65 on or before July 1, 2010.
 - d. \$621.66 on or before August 1, 2010.
 - e. \$621.66 on or before September 1, 2010.
 - f. \$621.66 on or before October 1, 2010.
 - g. \$621.66 on or before November 1, 2010.

Said lump sum payments are in addition to the regular monthly Mortgage payments due and owing beginning June 1, 2010.

3. The Debtor states that the funds to make said lump sum payments are being obtained from money saved while Notice of Default was pending.

4. The Debtor further agrees to resume the regular monthly Mortgage payments outside the Plan directly to U.S. Bank, N.A. beginning June 1, 2010 and to make all further monthly payments in a timely fashion. Failure by the Debtor to make any payment within 30 days of the date due shall constitute default.
5. In the event that the said Debtor should fail to make the lump sum payments hereinabove described on or before their specified due dates or should fail to pay any future monthly payment so that the Mortgage payment is not received by U.S. Bank, N.A. on the last day of the month in which it is due, then or in any one of those events, U.S. Bank, N.A., Movant, shall send to Debtor and counsel for Debtor a 10-day Notice of Default of Movant's intent to file with the Court an Affidavit certifying that the Debtor is in default under the terms of the Agreed Order and upon submission of such Affidavit, the Court shall enter an Order, without a hearing, providing that U.S. Bank, N.A. is granted relief from the Stay.

IT IS HEREBY SO ORDERED.

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